

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address LEWIS BRISBOIS BISGAARD & SMITH LLP ANNIE VERDRIES, STATE BAR NO. 91049 annie.verdries@lewisbrisbois.com LOVEE D. SARENAS, STATE BAR NO. 204361 lovee.sarenas@lewisbrisbois.com 650 Town Center Drive, Suite 140 Costa Mesa, CA 92626 Telephone: 714-545-9200 Facsimile: 714-850-1030 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> [Proposed] Attorney for: Amy L. Goldman, Chapter 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION	
In re: PIMSIRI WICHAYATHANAWAS, Debtor(s).	CASE NO.: 1:16-bk-11950-MT CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: January 11, 2017	Time: 11:00 a.m.
Location: Courtroom 302, 21041 Burbank Boulevard, Woodland Hills, CA 91367 (San Fernando Valley Division)	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** December 28, 2016

Description of property to be sold: Estate's interest in Thai Spa and Massage Facility called SIRI Spa and Massage including name and assets/equipment of business as set forth in Asset Purchase Agreement.

Terms and conditions of sale: Please see Asset Purchase Agreement attached hereto

Proposed sale price: \$25,000.00

Overbid procedure (if any):

1. The following bid procedures for the sale of the Spa is proposed:
 - a. All overbids shall be in the form of cash or cashier's checks made payable to the Trustee, solely in her capacity as Chapter 7 Trustee.
 - b. The overbid shall be in increments of \$1,000 with the initial overbid to be \$26,000.
 - c. On or before seven (7) days of the hearing, any prospective overbidder shall tender a deposit in the form of cash or cashier's check made payable to the Trustee, solely in her capacity as Chapter 7 Trustee, in the sum of \$11,000. If the overbidder is deemed the successful purchaser, the \$11,000 shall be non-refundable.
 - d. Each purchaser (including the Buyer) must be present either physically or telephonically at the hearing on the Motion, or represented by an individual or individuals with the authority to participate in the overbid process.
 - e. The successful purchaser shall tender the balance of the purchase price within two (2) days of the entry of the order approving the sale of the Spa and granting this Motion. The successful purchaser must sign an APA on the same terms as the attached to the Motion as Exhibit "A" with the only changes being the purchase price and the name of the buyer.
 - f. In the event that the successful purchaser of the Spa cannot deliver the entire purchase price, the Trustee shall be authorized to accept the offer of the next highest bidder.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

N/A

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Annie Verdries

Lewis Brisbois Bisgaard & Smith LLP

650 Town Center Drive, Suite 1400

Costa Mesa, CA 92626

annie.verdries@lewisbrisbois.com

Telephone: 714-545-9200

Facsimile: 714-850-1030

Date: December 16, 2016

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of the 6 day of Dec., 2016, by and between Vannynguon Khuon (the "*Buyer*"), and Amy Goldman, as Chapter 7 Trustee for the bankruptcy estate of Pimsiri Wichayathanawas ("Pimsiri") (the "*Seller*"). Capitalized terms not otherwise defined in this Agreement are defined in Article VII of this Agreement.

RECITALS

A. Pimsiri filed a voluntary chapter 7 bankruptcy case in the United States Bankruptcy Court for the Central District of California, Case No.: 1:16-bk-11950 (the "*Case*").

B. Amy Goldman is the duly appointed Chapter 7 Trustee ("*Trustee*").

C. One of the assets of the bankruptcy estate is a now closed spa and massage parlor called Siri Spa & Massage ("*Spa*"). Buyer intends to purchase, and Trustee intends to sell the name and assets of the Spa. A copy of the assets of the Spa is attached hereto as Exhibit "A" ("*Sale Assets*").

Buyer will pay \$25,000 ("*Purchase Price*") for the Sale Assets, with a down payment of \$10,000 ("*Earnest Money Deposit*") to be paid to Seller upon execution of the Agreement.

ARTICLE I CONDITIONS TO THE SELLER'S AND BUYER'S OBLIGATIONS

1.1. Conditions to Obligations of Both Parties. The following are conditions to the obligations of both the Seller and the Buyer. In the event that these conditions are not satisfied, this Agreement shall be deemed terminated and void. In such event, Seller shall immediately release to Buyer the Earnest Money Deposit.

(a) Court Approval. The Bankruptcy Court shall have entered the Sale Order pursuant to §§ 363 and 365 of the Bankruptcy Code approving Seller's sale of the Sale Assets to Buyer.

(b) Sale Order. The Sale Order deeming Buyer the successful high bid shall have been entered in the Bankruptcy Case, and shall not have been stayed or enjoined by any order of a court with jurisdiction to do so as of the Closing.

1.2. Conditions to Obligations of Buyer. The obligations of Buyer to carry out the transactions contemplated by this Agreement are subject to the Bankruptcy Court having entered a Sale Order which shall not have been stayed or enjoined by any order of a court with jurisdiction to do so as of the Closing. The Sale Order shall be consistent in all material respects with this Agreement.

ARTICLE II CLOSING

2.1. Closing. Subject to the conditions set forth above, the closing of the transactions contemplated hereby (the "Closing") shall occur two (2) days from the date of the entry of the Sale Order (the "Closing Date").

2.2. Seller Deliverables. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the Conveyance Documents to be executed by Seller.

2.3. Buyer Deliverables. At least seven (7) days prior to the hearing for Court Approval of the Agreement, Buyer shall deliver, or cause to be delivered, to the Seller the balance of the Purchase Price. If Buyer is not the successful purchaser, the Purchase Price will be refunded to Buyer.

ARTICLE III POST-CLOSING OBLIGATIONS

3.1. Further Assurances. Following the Closing, Seller and Buyer shall execute and deliver such documents, and take such other action, including providing an accounting, as shall be reasonably requested by the other party hereto to carry out the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that:

4.1. Authority, Approval and Enforceability. This Agreement has been duly executed and delivered by Seller and Seller has all requisite power and legal capacity to execute and deliver this Agreement and (i) to execute and deliver all Conveyance Documents; and (ii) to consummate the transactions contemplated hereby. Subject to Bankruptcy Court approval, this Agreement and each Conveyance Document to which Seller is a party constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. To the knowledge of Seller, the execution, delivery and performance of this Agreement by Seller does not breach any material agreement applicable to Seller.

4.2. Title to Assets. Seller has title to the Sale Assets, and has full power and authority to transfer such title to Buyer pursuant to Section 363 of the Bankruptcy Code subject only to approval by the Bankruptcy Court.

4.3. Good Faith and Full Disclosure. Prior to Bankruptcy Court approval of the Sale Motion, Seller will have disclosed to the Bankruptcy Court all material facts known by Seller relating to this Agreement. To Seller's knowledge as of the date of this Agreement there is no known basis for the Bankruptcy Court's refusal to approve this Agreement or for the § 363 sale to be reversed or modified.

4.4. The Sale Assets are being sold as is and where is without any guaranty or warranty.

4.5. The sale is subject to overbid. The sale of the Sale Assets is subject to overbid. All overbids shall be for cash or cashier's checks only. Any overbidder shall pay \$11,000 with its overbid and the balance within two (2) days of the entry of the order approving the sale of the Sale Assets. Buyer is entitled to overbid. In the event the successful bidder, including Buyer, cannot deliver the entire purchase price when due, Seller shall be authorized to accept the offer of the next highest bidder and the deposit of the highest bidder shall be non-refundable.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that:

5.1. Authority, Approval and Enforceability. This Agreement has been duly executed and delivered by Buyer and Buyer has all requisite power and legal capacity to execute and deliver this Agreement and all Conveyance Documents executed and delivered or to be executed and delivered by Buyer in connection with the transactions provided for hereby, to consummate the transactions contemplated hereby and by the Conveyance Documents, and to perform its obligations hereunder and under the Conveyance Documents, including, without limitation, the ability to fund the Purchase Price as set forth herein. The execution and delivery of this Agreement and the Conveyance Documents and the performance of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all action necessary on behalf of Buyer. This Agreement and each Conveyance Document to which Buyer is a party constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

5.2. Good Faith and Full Disclosure. Prior to Bankruptcy Court approval of this Agreement and the § 363 sale, Buyer and Seller will have disclosed to the Bankruptcy Court all material facts relating to this Agreement. There is no collusion pertaining to this Agreement and the § 363 sale. Buyer is and will remain a good faith purchaser within the meaning of 11 U.S.C. § 363(m). Buyer has and will have no agreements, understandings or contracts with, and has not had and will not have any negotiations with, any other bidder at the § 363 sale. To the best of Buyer's knowledge, there is no basis for the Bankruptcy Court's refusal to approve this Agreement or for the § 363 sale to be reversed or modified.

ARTICLE VI DEFINITIONS

Capitalized terms used in this Agreement are used as defined in this Article IX or elsewhere in this Agreement.

“Agreement” This term shall mean this Asset Purchase Agreement, as from time to time amended, restated or replaced.

“Bankruptcy Court” This term shall refer to the United States Bankruptcy Court for the Central District of California.

“Person” This term shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any governmental or political subdivision or any agency, department or instrumentality thereof.

“Sale Order” This term shall refer to the Order approving the sale of the Sale Assets.

ARTICLE VII MISCELLANEOUS

7.1. Costs and Expenses. Each of the parties to this Agreement shall bear its own expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby.

7.2. Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any party hereto to another (herein collectively called ***“Notice”***) shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

IF TO BUYER:

Vannynguon Khuon
c/o Faith Ford
7100 Hayvenhurst Ave., Penthouse F1
Van Nuys, CA 91406
faithford.contracts@gmail.com

IF TO SELLER:

Amy Goldman, Chapter 7 Trustee
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

With Copies to:

Annie Verdries
Lewis Brisbois Bisgaard & Smith LLP
650 Town Center Drive, Suite 1400
Costa Mesa, California 92626
verdries@lbbbslaw.com

Each of the above addresses for notice purposes may be changed by providing appropriate notice hereunder. Notice given by personal delivery or registered mail shall be effective upon actual receipt. Notice given by telecopier shall be deemed effective two (2) business days after it is

sent. Notice by mail is deemed effective three (3) business days after it is deposited in the U.S. Mail. All Notices by telecopier shall be confirmed by the sender thereof promptly after transmission in writing by registered mail or personal delivery. Anything to the contrary contained herein notwithstanding, notices to any party hereto shall not be deemed effective with respect to such party until such Notice would, but for this sentence, be effective both as to such party and as to all other persons to whom copies are provided above to be given.

7.3. Governing Law. This Agreement will be interpreted in accordance with the laws of the State of California and the Bankruptcy Code and Applicable Federal Rules of Bankruptcy Procedure.

7.4. Survival. Any provision of this Agreement which contemplates performance or the existence of obligations after the Closing Date, and any and all representations and warranties set forth in this Agreement, shall not be deemed to be merged into or waived by the execution and delivery of the instruments executed at the Closing, but shall expressly survive the Closing and shall be binding upon the party or parties obligated thereby in accordance with the terms of this Agreement and to pay the Purchase Price under Article I of this Agreement shall survive until paid.

7.5. Retention of Jurisdiction by Bankruptcy Court. This Agreement shall be subject to the jurisdiction of the Bankruptcy Court. The Bankruptcy Court shall retain jurisdiction to hear and determine any disputes regarding this Agreement or to enforce the terms of this Agreement.

7.6. Entire Agreement; Amendments and Waivers. This Agreement, together with all attachments hereto, the Sale Order, and any other orders of the Bankruptcy Court, constitute the entire agreement between and among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

7.7. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any party hereto without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.8. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9. References and Construction.

(a) Whenever required by the context, and as used in this Agreement, the singular number shall include the plural and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person may require. References to monetary amounts, specific named statutes and generally accepted accounting principles are intended to be and shall be construed as references to United States dollars, statutes of the United States of the stated name and United States generally accepted accounting principles, respectively, unless the context otherwise requires.

(b) The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted. Each of the parties acknowledges that it has been represented by an attorney in connection with the preparation and execution of this Agreement.

7.10. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys, fees and costs.

EXECUTED as of the date first written above.

BUYER:

By


Vannynguon Khuon

SELLER:

Amy Goldman, Chapter 7 Trustee for the
bankruptcy estate of Pimsiri Wichayathanawas

By

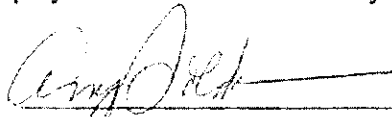

Amy Goldman

EXHIBIT "A"
LIST OF "SALE ASSETS"

1. Name of Business, Siri Spa & Massage
2. (11) massage tables
3. (7) floor heaters
4. (8) Yamaha speakers
5. (9) small tables/drawers
6. (10) wall pictures
7. (9) small stools
8. (1) large table
9. (1) wall clock
10. (8) mirrors
11. (6) small table clocks
12. (3) linen baskets
13. (1) washer and (1) dryer
14. (1) refrigerator small and (1) refrigerator large
15. (1) microwave small metal stand up lockers
16. (1) towel warmer
17. (1) Sony stereo
18. (1) Office chair
19. (1) front office desk
20. (1) monitor for 4 surveillance cameras.
21. towels/sheets credit card machine standard house type portable phone

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
633 West Fifth Street, Suite 4000, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 12/16/2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Scott Beauchamp ecfnotices@ascensioncapitalgroup.com
- Russell Clementson russell.clementson@usdoj.gov
- Faith A Ford faithf@faithlawgroup.com
- Marian Garza ecfnotices@ascensioncapitalgroup.com
- Amy L Goldman (TR) gabriela.garcia@lewisbrisois.com, AGoldman@iq7technology.com
- Steven M Mayer smayer@mayerlawla.com
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 12/16/2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

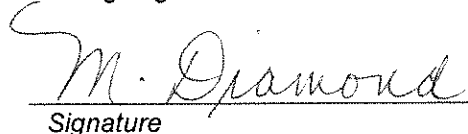
☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL *(state method for each person or entity served)*: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 12/16/16, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/16/2016 Marion R. Diamond
Date Printed Name


Signature

SERVICE LIST

VIA U.S. MAIL:

DEBTOR:

Pimsiri Wichayathanawas
7440 Hesperia Avenue
Reseda, CA 91335

BUYER:

Vannynguon Khuon
c/o Faith Ford
7100 Hayvenhurst Avenue, Penthouse F1
Van Nuys, CA 91406

THE HONORABLE MAUREEN TIGHE:

United States Bankruptcy Court
Central District of California
San Fernando Valley Division
21041 Burbank Boulevard, Suite 324
Woodland Hills, CA 91367

BY EMAIL:

Jeremy
kob168@outlook.com

Peter Senoff
petesenoff@earthlink.net

Vannynguon Khuon
c/o Faith Ford
faithford.contracts@gmail.com

CREDITORS:

American Honda Financial
10801 Walker Street, Suite 140
Cypress, CA 90306-0000

Areerut Namsinrag
13509 Ventura Boulevard
Sherman Oaks, CA 91423-0000

Bank of America
P.O. Box 982235
El Paso, TX 79998-0000

BMW Bank of North America
c/o Ascension Capital Group
P.O. Box 201347
Arlington, TX 76006-1347

Chamruang Sibkhe
7139 Balboa Boulevard
Van Nuys, CA 91406

Credit One Bank
P.O. Box 10497
Greenville, SC 29603-0000

Discover
P.O. Box 29033
Phoenix, AZ 85038-0000

Discover Bank
Discover Products Inc.
P.O. Box 3025
New Albany, OH 43054-3025

Employment Development Department
P.O. Box 826215
Sacramento, CA 94230-0000

Franchise Tax Board
P.O. Box 2952
Sacramento, CA 95812-2952

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Jeffrey Hunger
108 West Menlo Avenue
Clovis, Ca 93612-0000

Jutamart Bodyworks
21710 Devonshire Street
Chatsworth, CA 91311

Keith Phillips
4455 Mont Eagle Place
Los Angeles, CA 90041-0000

Lisa Saswitorn Sysackada
12724 Valley Spring Lane
Studio City, CA 91604

Macy's
P.O. Box 9001108
Louisville, KY 40290-1108

Mike Saswitorn
12724 Valley Spring Lane
Studio City, CA 91604

Pauline Sirimack McMoyler and David
1929 Rose Street
Burbank, CA 91505

Phattiarakan "Alice" Tanheng
4960 Hollywood Boulevard, No. D
Los Angeles, CA 90027

Pier One Imports
P.O. Box 659617
San Antonio, TX 78265-0000

Pimphakarn Unmueang
15147 Ventura Boulevard
Sherman Oaks, CA 91403

Quantum3 Group LLC
as Agent for MOMA Funding LLC
P.O. Box 788
Kirkland, WA 98083-0788

Resida
15147 Ventura Boulevard
Van Nuys, CA 91405-0000

Somjai
13521 Ventura Boulevard
Sherman Oaks, CA 91423-0000

Suntaree Kamwong
5752 Lexington Avenue
Los Angeles, CA 90038-0000

Thawatchai Seechun
13509 Ventura Boulevard
Sherman Oaks, CA 91423-0000

Wells Fargo Bank
P.O. Box 51193
Los Angeles, CA 90051-0000

Wilawan Meewong
16127 Dearborn Street
North Hills, CA 91343-0000